

Encourage for Educators Terms of Use

Effective Date: August 1, 2023

PLEASE READ EACH PART OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE, SUCH AS YOUR GRANTS AND WAIVERS OF RIGHTS, THE LIMITATIONS OF OUR LIABILITY, YOUR INDEMNITY OF US, AND OUR ARBITRATION OF CERTAIN DISPUTES

Welcome! You have arrived at www.myoptions.org, encourageme.com, encourage.myoptions.org, mycollegeoptions.org, admitted.ly and/or admittedly.com and/or are otherwise interacting with our Service (defined below), which is owned and operated by Encoura, LLC, (collectively, “Company,” “we,” “our,” “us,” etc.). These Terms govern your use of any online service location (e.g., website or mobile app) that posts a link to these Terms (“Site” or “App” as the case may be) (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads and/or other services that we own and control and make available through a Site or App, and/or that post or link to these Terms (collectively, with the Sites and Apps, the “Service”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#). By interacting with and/or using the Service, you signify your assent and agreement to these Terms. If you do not agree to these Terms, you must not use the Service.

The Encourage Educator Program. The “Encourage Educator Program” refers to the registration process described below and use of the Service. The Encourage Educator Program includes, for example, encourage.myoptions.com, mycollegeoptions.org, mycareeroptions.org, myscholarshipoptions.org, our mobile Apps, and such other program components as we may add from time to time which will enable you to provide college and career support to your students.

Registration. Registration for the Encourage Educator Program consists of creating an Encourage for Educators account by providing an email address and a password. By creating an account, you are agreeing to abide by the terms contained in our [Privacy Policy](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#), and any additional privacy statements that may be posted on an applicable part of a Registration form or Service information collection page. If you do not agree and consent, do not participate in the Encourage

Educator Program or access or use the Service. Our Encourage Educator Program is entirely voluntary and not required by your district, school or any agency.

Once you have created an account, you can add additional educators from your school or district and provide them the same access that you have to the Encourage Educator Program.

You can invite students to the Encourage platform (student app and web platform) so that the students can access the Encourage student platform for college/career planning purposes. There are two ways to facilitate this invitation to your students: you can either provide a link or a code via an external communication tool (email, a post in your LMS). If using a link, the student navigates to an encourage account creation page and they are prompted to share their profile with you, the sender of the link. If using a code, the student navigates to their profile in Encourage and enters the code, which prompts the student to share their profile with you, the sender of the code. In either case, the student can reject or sever their profile connection with you at any time. When a student account in Encourage is linked to your Encourage Educator Program account, you will have access to the student's Personal Profile Information. Your access to that Information is governed by these terms and by our [Privacy Policy](#).

Through your participation in the Encourage Educator Program, you are agreeing that you will follow all rules and regulations of your school or district in the use of this Service and agreement with these Terms. You are acting as a representative of your school or district. If you cannot agree to these requirements, do not participate in the Encourage Educator Program.

Student Personal Profile Information. Your student's Personal Profile Information means the Personal Information and Demographic Information they provide when registering for the Program AND any updates they make to their Personal Profile Information online via the Service, all as more fully set forth in our [Privacy Policy](#).

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1. RIGHTS AND RESPONSIBILITIES TERMS

1. SERVICE CONTENT, OWNERSHIP, LIMITED LICENSE, AND RIGHTS OF OTHERS

1. Content The Service contains a variety of: (i) materials and other items relating to Company and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Company (collectively, “Trademarks”); and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”).
2. Ownership Of The Service (including past, present, and future versions) and the Content are owned or controlled by Encoura, LLC and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of us or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Encoura, LLC owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.
3. Limited License Subject to your strict compliance with these Terms and the Additional Terms, we grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download and copy (temporary storage only of website content and streaming audio and/or video files and a single Device download and storage of the mobile app), display, view, use, play the Content on a personal computer, browser, laptop, tablet, mobile phone or other wireless device, or other Internet-enabled device (each, a “Device”), and/or print one copy of the Content (excluding source and object code in raw form or otherwise, and

excluding streaming audio and/or video files) as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in our sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.

4. **Rights of Others In using the Service:** You must respect the intellectual property and other rights of Company and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. We respect the intellectual property rights of others.
5. **Reservation of All Rights Not Granted as to Content and Service:** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by us and our licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited.

2. CONTENT YOU SUBMIT

For any content, not including your Personal Profile Information, as defined in our Privacy Policy, you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Service, or by means other than the Service, including without limitation via our social media pages and accounts such as Facebook, Twitter and LinkedIn) (“Submissions”), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivatives thereof. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their

novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions.

3. **SERVICE AND CONTENT USE RESTRICTIONS**

Service Use Restrictions: You agree that you will not: (i) aside from your purchase of goods or services offered for sale by us or our affiliates, use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to us; (iv) to the maximum extent not prohibited by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user’s access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Company, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the Submissions; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

1. Content Use Restrictions: Without limiting the restrictions in Section 1 or in any applicable Additional Terms, you also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such Content; (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any applicable

Additional Terms or with the prior written consent of an officer of Company or, in the case of Content from a licensor, the owner of the Content; and (vii) will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

2. Availability of Service and Content: We may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in our sole discretion, and without advance notice or liability.
3. Access to Student Personal Profile Information: You specifically agree that you will only access a student's Personal Profile Information for the purposes of providing college and career advice and counseling pursuant to your role as an educator. Any unauthorized, inappropriate or unlawful access to any student Personal Profile Information will be considered a violation of these Terms and will result in an immediate termination of your account and participation in the Encourage Educator Program. You further agree to follow all applica

4. **LINKS BY YOU TO THE SERVICE**

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (i) the links only incorporate text, and do not use any Trademarks, (ii) the links and the content on your website do not suggest any affiliation with us or cause any other confusion, and (iii) the links and the content on your website do not portray Company or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to us. We reserve the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

5. **INDEMNITY**

You agree to, and you hereby, defend (if we request), indemnify, and hold Company Parties (as defined in the Disputes Terms, Section 3) harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your Submissions; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent,

publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Company Parties' use of the information that you submit to us (including your Submissions) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by our Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, our Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses, and our Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Company Party.

2. ACCOUNTS AND FEATURES TERMS

ACCOUNTS AND PROFILES

Accounts: In order to access or use some of the features on the Service, you must first register for the Program. You may register here or by downloading and registering for our mobile application(s). The Service's practices governing any resulting collection use, disclosure and management of your personal information are disclosed in its Privacy Policy. If you are under the age of thirteen (13), then you are not permitted to register as a user or otherwise use the Service or submit personal information to us.

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree that: (i) you will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) you will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it including on your profile page, continuously and promptly to keep it accurate, current, and complete; (iii) you are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) you are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) you will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) you will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

Profiles and Postings: We may offer you the ability to set preferences relating to your

profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for the accuracy of users' profile information or postings.

We may offer both private and public profiles. Your personal information in private profiles will be Personal Profile Information, which will be semi-private as more fully set forth in our Privacy Policy. However, any information that is part of a public-facing profile or posting (including without limitation comment boards) will be treated as a Submission under Section 1.B of these Terms and subject to use and sharing by us and others as set forth in these Terms and the Privacy Policy.

Profile pages may only be set up by, and user postings made by, the individual that is the subject of the profile page or posting or, in the case of Encoura, LLC member entities and other entities, an authorized representative of the entity. We do not review all profile pages or postings, though we reserve the right to do so, and we are not responsible for any unauthorized profile pages or inappropriate postings that may appear on the Service. If there is any dispute as to whether a profile page has been created or is being maintained by an authorized representative of the individual who is the subject of that profile page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to profile pages, or any portion thereof, at any time without notice. We reserve the right to remove or disable postings that violate these Terms or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to us.

1. **THIRD PARTY SERVICES, ADVERTISEMENTS AND DEALINGS WITH THIRD PARTIES**

Third-Party Content and Site and Advertisements: The Service may contain or may interact with or otherwise be associated with third party platforms, services, plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by Company (collectively, "Third-Party Services"), including services operated by advertisers, licensors, licensees, e-commerce partners and certain other third parties who may have business relationships with us. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Services. We may also host our Content, apps and tools on Third Party Services. We may have no control over the content, operations, policies, terms, or other elements of Third Party Services, and we do not assume any obligation to review any Third Party Services. We do not necessarily endorse, approve, or sponsor any Third Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, we are not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third Party Services. Some Third Party Services may impose fees for access to their resources through our Service and/or your Account and you are responsible for all such fees. Finally, we will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation,

infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third Party Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third Party Services. Encoura, LLC disclaims all liability in connection therewith.

1. Dealings with Third Parties: Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third Party Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). By logging into or enabling Third Party Services within or in connection with your Account, you are allowing us to pass your log-in information to these providers for this purpose. For more information about the implications of activating these Third Party Services and our use, storage and disclosure of information related to you and your use of such services within our Service (including your friend lists and the like), please see our Privacy Policy. You hereby agree to indemnify us against all claims, injury and/or damages including, without limitation, attorneys' fees, that arise out of your use of any Third Party Service, including without limitation from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.
2. You hereby grant us an irrevocable perpetual license to use, reproduce, edit, create derivative works from, distribute, display, copy, transmit or otherwise use in any way, commercially or otherwise, any material that you post to any social networking site or other Third Party Service in connection with us or our Service.
3. Terms Applicable for Apple iOS and Other Platforms: If you are accessing or using the Service through Apple, Android, or any other platform, these are Third-Party Services. If you access our Service via an Apple iOS mobile app ("Apple Device") the following apply:
 1. To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and Company and, that Apple, Inc. ("Apple") is not a party to these Terms other than as third-party beneficiary as contemplated below.
 2. The license granted to you by Company under the Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Use (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.
 3. You acknowledge that Company, and not Apple, is responsible for providing the Service and Content thereof.

4. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
5. To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
6. Notwithstanding anything to the contrary herein, and subject to the terms and conditions of the Terms, you acknowledge that, solely as between Apple and Company, Company, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
7. Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
8. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.
9. When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.

2. **WIRELESS, MESSAGING, AND FEATURES**

Wireless Features: The Service may offer certain features and services via your wireless Device. Features and services may include the ability to access the Service's features, upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "Wireless Features").

1. Terms of Wireless Features: You agree to receive communications we may send through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. If the Service includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or

do not, receive via your Device through your Device and/or App settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

2. **Email Messages:** You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.
3. **Texts and Calls:** By providing a phone number you consent to be contacted at that number, including promotional phone calls related to us and educational related companies we think you may find of interest, and administrative texts regarding the Program or Service that do not include advertising messages. For promotional calls, you may opt-out of pre-recorded calls by following the automated prompts and for live promotional calls you may opt-out by telling the operator. Such an opt-out will prospectively end our promotional calls to you, and we will no longer share your number with educational related companies for their promotional calling, unless you subsequently opt back in. However, you will need to opt-out of any educational related companies that received your number prior to your opting out with us directly with those third parties. For text messages, you may withdraw consent by replying "STOP" to our texts, but if you thereafter provide a number to receive texts you will have opted back in. We may offer separate text subscription programs for different purposes, in which case you must opt-out of each one separately. If you have provided multiple numbers, you must opt-out of each number separately. These calls and texts may be made using autodialers and/or pre-recorded messages. You are not required to consent as a condition of purchasing any property, goods or services and no purchase is necessary to subscribe.
4. **App Features:** Our Apps may offer push notifications that send you messages directly via the App to your Device, and may offer you the ability to link Device content to the App (e.g., access photos or contacts) or to enable precise GPS location features. You may be able to exercise specific choices regarding features, such as enabling or disabling certain features by adjusting the permissions in your mobile device or in the App settings. You can terminate all ongoing Device data collection via an App by us by uninstalling the App. The location-based features, if offered in connection with our App(s), are for individual use only, at your own risk

and should not be used or relied on in any situation in which the failure or inaccuracy of use of the location-based features could lead directly to death, personal injury, or physical or property damage.

5. Geo-location: Territory geo-filtering may be used in connection with some Service features due, for instance, to content territory restrictions or to send you more relevant ads or content, and this may be unaffected by disabling location-based features such as GPS on your Device or our Apps as other means of establishing or estimating location (e.g., IP address, connecting to or proximity to wi-fi, Bluetooth, beacons, or networks) may persist.

3. **DEVICES AND CONNECTIVITY:**

We do not warrant that the software provided by us to utilize the Service or any other software used in connection with the Service will be compatible with other third party software nor do we warrant that operation of the Service and the associated software will not damage or disrupt other software or hardware. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. You further agree to look solely to the entity that manufactured and/or sold you the Device for any issues related to the Device and its compatibility with the Service and/or our software.

By using the Service, you agree that we may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service (e.g., save content, access data, enable services, etc.). For instance, our App may access and read accounts, data and/or content on your Device, add content to your Device, and change settings of your Device, for reasons such as showing you the location of things or people near you; saving App images, sound files and writing usage logs to the Device; sending Facebook and Twitter messages you initiate; sending and receiving data needed for App operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing the App or otherwise using the Service. Your Device and/or the App settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the App by uninstalling the App.

You must be connected to the Internet for the entire time you are using the Service, the cost and provisions of which is your responsibility. The quality of the display of the Content may vary from Device to Device, and may be affected by a variety of factors, such as your Device, your location, the bandwidth available through and/or speed of your Internet connection. We make no representations or warranties about the quality of your Service experience on your Device or the ability of any Device to access or display the Content. In order to stream or download Content, your equipment must meet certain system requirements, including but not limited to having high-speed Internet access. You may not download or stream Content if you are located outside any designated territory and you will not try to circumvent territory restrictions (such as by using a proxy server). Please review any restrictions, including without limitation regarding

simultaneous viewing, that may be posted from time to time and which shall be Additional Terms.

Any issues related to the Service and/or the Company software, including any system requirements, are covered and limited by these Terms. Please refer to the Disclaimer of Representations and Warranties and Limitations of Liability provisions set forth in the Dispute Terms.

4. **NOTICES, QUESTIONS AND CUSTOMER SERVICE:**

You agree that: (a) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (b) we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by updating your profile settings. All legal notices to us must be sent to Encoura, LLC, 701 Brazos Street, 5th Floor, Austin, TX 78701 (Attn: Privacy Coordinator/Legal Compliance). If you have a question regarding using the Service, you may contact our Customer Support by sending an email to here or calling our toll-free number at 877-409-6366. You acknowledge that the provision of customer support is at our sole discretion and that we have no obligation to provide you with customer support of any kind.

3. **DISPUTES TERMS**

APPLICABLE LAW

These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of Texas, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

1. **DISPUTE RESOLUTION**

Certain portions of this Section 3.B are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and we agree that we intend that this Section 3.B satisfies the “writing” requirement of the Federal Arbitration Act. This Section 3.B can only be amended by mutual agreement. First, Try to Resolve Disputes and Excluded Disputes: If any controversy, allegation, or claim arises out of or relates to the Service, the Content, your Submissions, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “Dispute”), or to any of our actual or alleged intellectual property rights (an “Excluded Dispute”), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 3.B.i. Your notice to us must be sent to: Encoura, LLC, 701 Brazos Street, 5th Floor, Austin, TX 78701 (Attn: Privacy Coordinator/Legal Compliance). For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or us to resolve the Dispute or Excluded Dispute on terms with respect to which you and we, in each of our sole discretions, are not comfortable.

1. Forums for Alternative Dispute Resolution:
2. Arbitration: If we cannot resolve a Dispute as set forth in Section 3.B.i within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 3.B.ii. If we cannot resolve an Excluded Dispute as set forth in Section 3.B.i within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and we consent, in writing signed by you and an Officer or legal representative of Company, to have that Excluded Dispute subject to arbitration. In such a case, (and only in such a case), that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 3.B.ii.
3. Upon expiration of the applicable sixty-day period and to the fullest extent not prohibited by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years’ experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, or if we elect in our sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of these Terms and any Additional Terms, will be bound by these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. If you and we do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding paragraph of this Section 3.B.ii.a, then this paragraph and the remainder of this Section 3.B.ii will not apply to the Excluded Dispute.
4. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Company consent to in

writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for a number of arbitrators assigned to the Dispute set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

5. Nature, Limitations, and Location of Alternative Dispute Resolution: In arbitration, as with a court, the arbitrator must honor the terms of these Terms (and any Additional Terms) and can award the prevailing party damages and other relief. **HOWEVER, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.** All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Section 3.B to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act. This arbitration provision shall survive termination of these Terms or the Service.
6. Limited Time to File Claims. **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 3.B.i) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.**
7. Injunctive Relief. The foregoing provisions of this Section2 will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your Submissions and/or our intellectual property rights (including such we may claim that may be in dispute), our operations, and/or our products or services.
8. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or

other proceedings that involve any claim or controversy of any other party. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought to a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 2.b to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 3.B.vi. Notwithstanding any other provision of this Section 3.B, any and all issues relating to the scope, interpretation and enforceability of this Section 3.B.v, including the class action waiver provisions contained herein, are to be decided only by a court of competent jurisdiction, and not by the arbitrator.

9. Federal and State Courts in Austin, Texas. Except to the extent that arbitration is required in Section 2.b, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or Federal court in Austin, Texas. Accordingly, you and Company consent to the exclusive personal jurisdiction and venue of such courts for such matters.
10. Small Claims Matters are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 3.B.vi.

2. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, Encoura, LLC and its direct and indirect parents, subsidiaries, affiliates and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “Company Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, expressed or implied, in connection with, or otherwise directly or indirectly related to, the Service (including the Content and the Submissions), including without limitation: The functions, features, or any other elements on, or made accessible through, the Service;

1. Any Content, products, services, or instructions offered, referenced, or linked through the Service;
2. Security associated with your Account, Submissions, or other data or information;

3. Whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
 4. Whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
 5. Whether any defects to or errors on the Service will be repaired or corrected;
 6. Whether the Service will be compatible with any other specific hardware, software or service;
 7. Whether your access to the Service will be uninterrupted;
 8. Whether the Service will be available at any particular time or location; and
 9. Whether your use of the Service is lawful in any particular jurisdiction.
 10. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A COMPANY PARTY, COMPANY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.
 11. THE FORGOING IS NOT INTENDED TO LIMIT ANY WARRANTIES THAT ARE NOT WAIVABLE OR SUBJECT TO SUCH LIMITATION UNDER APPLICABLE LAW.
3. **LIMITATIONS OF OUR LIABILITY**
- TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to the Service (including the Content and the Submissions), including without limitation:
- Your use of or inability to use the Service, or the performance of the Service;
1. Any action taken in connection with an investigation by Company Parties or law enforcement authorities regarding your access to or use of the Service;
 2. Any action taken in connection with copyright or other intellectual property owners or other rights owners;
 3. Any errors or omissions in the Service's technical operation or security or any compromise or loss of your user-generated content or other data or information; or
 4. Any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or

from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

5. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).
 6. EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID COMPANY IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY COMPANY OR A MANUFACTURER OF A PHYSICAL PRODUCT.
 7. THE FORGOING IS NOT INTENDED TO LIMIT ANY CONSUMER RIGHTS THAT ARE NOT WAIVABLE OR SUBJECT TO SUCH LIMITATION UNDER APPLICABLE LAW.
4. **WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF**
TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSSES, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY COMPANY (INCLUDING YOUR LICENSED SUBMISSIONS) OR A LICENSOR OF COMPANY.

5. **PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT**

If you are a copyright owner and believe infringing use of your content is on our Service, or you are a User that has received notice that you have posted allegedly copyright infringing content on our Service, click here for more information. If you are a copyright owner and believe infringing use of your content is on our Service, or you are a User that has received notice that you have posted allegedly copyright infringing content on our Service, click here [link to the following text in a and b below for more information.]

DMCA Notice. Company asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In Company's sole discretion, Company may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.

1. If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:
 1. a legend or subject line that says: "DMCA Copyright Infringement Notice";
 2. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
 3. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Service on which the material appears);
 4. your full name, address, telephone number, and email address;
 5. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
 6. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
 7. your electronic or physical signature. Company will only respond to DMCA Notices that it receives by mail, email, or facsimile at the addresses below:

- By Mail: Encoura, LLC, 701 Brazos Street, 5th Floor, Austin, TX 78701 (ATTN: Infringements/Anton Leof)
 - By Email: Contact us at privacy@encourageme.com
 - By Facsimile: (888) 454-6305
 - For more information call: (877) 409-6366
- It is often difficult to determine if your copyright has been infringed. Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.
- Without limiting Company' other rights, Company may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website or app owned or operated by Company.

2. Counter-Notification. If access on the Service to a work that you submitted to Company is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

a legend or subject line that says: "DMCA Counter-Notification";

1. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Service from which the material was removed or access to it disabled);
2. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
3. your full name, address, telephone number, email address, and the username of your Account;
4. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process

from the person who provided DMCA notification to us or an agent of such person; and

5. your electronic or physical signature. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

4. STANDARD TERMS AND CONDITIONS

UPDATES TO TERMS

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR APPLICABLE ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page, your message account and the email you associated with your account for notices, all of which

you agree are reasonable manners of providing you notice. You can reject any new, revised or additional terms by discontinuing use of the Service and related services.

1. **CONSENT OR APPROVAL**

As to any provision in these Terms or any Additional Terms that grants us a right of consent or approval, or permits us to exercise a right in our “sole discretion,” we may exercise that right in our sole and absolute discretion. No Company consent or approval may be deemed to have been granted by us without being in writing and signed by an officer of Company.

2. **OPERATION OF SERVICE, AVAILABILITY OF PRODUCTS AND SERVICES AND INTERNATIONAL ISSUES**

We control and operate the Service from our U.S.-based offices in the U.S.A., and we make no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms, or Additional Terms, or to any sale of goods carried out as a result of your use of the Service.

3. **SEVERABILITY AND INTERPRETATION**

If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent not prohibited by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any applicable Additional Terms, the word will be deemed to mean “including, without limitation.” The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

4. **ELECTRONIC COMMUNICATIONS AND CONTRACTING**

When you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Service, it is intended to be an electronic

signature which binds you as if you had signed on paper. You agree that your use of the Service, other than to read the Terms and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you.

5. INVESTIGATIONS, COOPERATION WITH LAW ENFORCEMENT, TERMINATION AND SURVIVAL

You agree that Company shall have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms or any potential harm to our users or third parties, (iii) use and/or disclose any information obtained by us in connection with the forgoing or to comply with law enforcement requests or legal requirements in accordance our Privacy Policy, (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any applicable Additional Terms, suspend or terminate your access to it, in whole or in part, including any user Accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to us under these Terms or any applicable Additional Terms.

Upon suspension or termination of your access to the Service, or upon notice from us, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to us in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

6. ASSIGNMENT

We may assign our rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.

7. CALIFORNIA CONSUMER RIGHTS AND NOTICES

California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California “Shine the Light” Law in our Privacy Policy. Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that their posting (but not third party posts) be removed from public view on the Service by contacting us at the email or address set forth in Section 2.E making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize

it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

8. DEVICES AND CONNECTIVITY

We do not warrant that the software provided by Company to utilize the Service or any other software used in connection with the Service will be compatible with other third party software nor do we warrant that operation of the Service and the associated software will not damage or disrupt other software or hardware. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. You further agree to look solely to the entity that manufactured and/or sold you the Device for any issues related to the Device and its compatibility with the Service and/or the Company software.

By using the Service, you agree that Company may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service (e.g., save content, access data, enable services, etc.). For instance, our App may access and read accounts, data and/or content on your Device, add content to your Device, and change settings of your Device, for reasons such as showing you the location of things or people near you; saving App images, sound files and writing usage logs to the Device; sending Facebook and Twitter messages you initiate; sending and receiving data needed for App operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing the App or otherwise using the Service. Your Device settings may enable you to disable, change or limit some of these activities, and you can disable the App by uninstalling the App. You must be connected to the Internet for the entire time you are using the Service, the cost and provisions of which is your responsibility. The quality of the display of the Content may vary from Device to Device, and may be affected by a variety of factors, such as your Device, your location, the bandwidth available through and/or speed of your Internet connection. Company makes no representations or warranties about the quality of your Service experience on your Device or the ability of any Device to access or display the Content. In order to stream or download Content, your equipment must meet certain system requirements, including but not limited to having high-speed Internet access.

9. COMPLETE AGREEMENT AND NO WAIVER

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Services. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or us in exercising any rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

